



MEMORANDUM OF UNDERSTANDING ("MOU")

CROSS-JURISDICTION OCCUPATIONAL THERAPY

An MOU outlining the regulatory processes for OTs providing follow up service in another province to clients seen initially in their province.

This MOU is approved in principle as of June 19, 2018 and made effective at the time regulators sign the MOU.

BETWEEN: Occupational Therapy regulatory organizations in Canada named on the signatory page (the parties)

OBJECTIVES: This MOU has been developed to enable cross-jurisdiction follow-up services:

- A)** to facilitate continuity of occupational therapy services for a pre-existing client; and
- B)** to adopt regulatory requirements that remove unnecessary barriers that could discourage occupational therapists from providing appropriate cross-jurisdiction follow-up services, while ensuring that the public are adequately protected; and
- C)** to establish how parties will address key regulatory requirements (registration, continuing competence/quality assurance, insurance, complaints and investigations) for occupational therapists providing cross-jurisdiction follow-up services in another province.

DEFINITIONS:

Cross-jurisdiction Follow-up Services

Occupational therapy services that are provided to a pre-existing client in a secondary jurisdiction whether in person or via telepractice.

Primary jurisdiction

The province where the occupational therapist provides the majority of client service. Typically, the occupational therapist's place of work is located in this jurisdiction.

Secondary jurisdiction

Any other province where the clients are physically situated to whom the occupational therapist is providing follow-up occupational therapy services.

Telepractice

Refers to the use of information and communication technologies (ICT) for the purpose of delivering occupational therapy services when the client and the occupational therapist are in different locations.

PURPOSE:

The purpose of this MOU is to use existing regulatory frameworks to enable cross-jurisdiction follow-up services to facilitate continuity of, occupational therapy services. In addition:

- Occupational therapy regulatory organizations require clarity with respect to the regulatory requirements that apply to occupational therapists who are providing the cross-jurisdiction follow-up services;
- Occupational therapists who are providing these services require clarity with respect to the regulatory requirements that apply when they are providing services to clients in a secondary jurisdiction;



- The Parties to this MOU recognize the value in having a common understanding regarding the regulatory requirements that exist for the effective regulation of occupational therapists providing cross-jurisdiction follow-up services.

PRINCIPLES:

- A. Occupational therapists whose primary practice is in one province (the "primary jurisdiction") may need to deliver occupational therapy services to clients who are physically situated in another province in the clients' best interest ("Cross jurisdictional follow-up services"); and
- B. This MOU applies to the continuing provision of services for clients whose occupational therapy began in the primary jurisdiction and who would benefit from continued and time-limited follow-up occupational therapy service in the secondary jurisdiction.
- C. These cross-jurisdiction services may be delivered using information and communication technologies (telepractice) or in person;
- D. It must be recognized that it may be in the client's best interest to have services transferred to another occupational therapist whose primary jurisdiction is where the client is physically situated.

REGISTRATION IN ALL JURISDICTIONS WHERE CLIENTS ARE PHYSICALLY SITUATED:

An occupational therapist who intends to provide cross-jurisdiction follow-up services must be registered:

- as a member of the occupational therapy regulatory organization in their primary jurisdiction; and
- as a member of the occupational therapy regulatory organization in all secondary jurisdictions where their clients are physically located and where services will be provided.

REGISTRATION IN SECONDARY JURISDICTION:

1. Each of the Parties will endeavor to implement fair, transparent and consistent registration and renewal processes for occupational therapists engaging in cross-jurisdiction follow-up services by:
 - a) Creating policies or guidelines outlining the registration requirements for occupational therapists who intend to provide cross-jurisdiction follow-up services and who are seeking registration in a secondary Jurisdiction;
 - b) Establishing that occupational therapists providing cross-jurisdiction follow-up services may be registered in a secondary jurisdiction through the registration process for that jurisdiction;
 - c) Creating or using an existing appropriate category or register for occupational therapists who are seeking registration in the secondary jurisdiction solely for the purpose of providing cross-jurisdiction follow-up services;
 - d) Determining whether to place a limitation or condition/restriction on the certificate of registration of occupational therapists providing cross-jurisdiction follow-up services in the secondary jurisdiction limiting practice to the provision of cross-jurisdiction follow-up services;



- e) Charging appropriate administrative, registration and renewal fees that reflect the limitations on practice in the secondary jurisdiction; and
- f) Seeking legislative amendments if such amendments are necessary in order to grant registration in the secondary jurisdiction on the basis set out above.

CONTINUING COMPETENCE/QUALITY ASSURANCE:

- 2. The Parties recognize that continuing competence requirements and programs may differ between jurisdictions. The Parties agree that occupational therapists must comply with continuing competence requirements in their primary jurisdiction, which may be deemed sufficient by the second jurisdiction.

INSURANCE:

- 3. Occupational therapists engaging in providing cross-jurisdiction follow-up services must hold personal professional liability insurance in an amount that meets the minimum requirements of both jurisdictions. Where there is a difference in minimum requirements, the occupational therapist must be insured to meet the higher requirements. The occupational therapist must also confirm that their insurance provides coverage in the additional jurisdictions as some policies may be limited to working in a specific province and may not cover them in another jurisdiction.

The exception to this: occupational therapists providing cross-jurisdiction follow-up services in Québec must comply with OEQ regulation on professional liability insurance.

LEGISLATIVE AMENDMENTS:

- 4. The Parties recognize that there are different legislative requirements in each province and that the following can only be implemented if it is not contrary to the governing legislation.
- 5. The Parties agree to:
 - a) Determine whether the framework referenced above is contrary to current governing legislation; and
 - b) Take reasonable steps to seek legislative amendments necessary to implement the foregoing if required.

COMPLAINTS AND INVESTIGATIONS:

Where permissible by each province's legislation and regulations (See #4):

- 6. The Parties recognize and acknowledge that:
 - a) Occupational therapists engaging in providing cross-jurisdiction follow-up services must adhere to legislation including the Scope of Practice, Restricted activities, Codes of Ethics and Standards of Practice that exist in both the primary and the secondary jurisdictions;
 - b) The Complainant has the right to choose where the complaint is launched. This jurisdiction will become the Primary Complaint Jurisdiction and the other the Secondary Complaint Jurisdiction.



The exception to this is Alberta, which will always be the primary complaint jurisdiction if the complainant is a resident of Alberta;

- c) Occupational therapists engaging in providing cross-jurisdiction services may be subject to complaints and discipline about their conduct in both the primary and secondary jurisdictions, the exception to this being Alberta as stated above; and,
 - d) The Parties have authority regarding complaints received about cross-jurisdiction occupational therapists regardless of the fact that the alleged conduct may have occurred in a different province or territory; the exception to this being Alberta which cannot act on a complaint not in their jurisdiction.
- 7. The parties recognize that they must only disclose information to one another in compliance with applicable legislation.
 - a. The Primary Complaint Jurisdiction will make enquiries to determine whether a complaint has also been made in the other jurisdiction in which the occupational therapist is registered, and if a complaint has not been made will inform, legislation permitting, the Secondary Complaint Jurisdiction that a complaint has been received.
 - b. If the legislation does not permit the Parties to disclose information to one another without obtaining consent from the appropriate persons, the Parties will obtain consent from the appropriate persons prior to disclosing information to one another. If such a consent is not obtained, the Parties will not disclose the information.
 - 8. The Parties agree to share information when possible and as necessary to facilitate the investigation of a complaint and may, where appropriate, collaborate on the investigation.
 - 9. Once the complaint has been considered and a decision about it is reached by the Primary Complaint Jurisdiction, the Secondary Complaint Jurisdiction will determine what, if any, further actions may be required in accordance with its own governing legislation; again, the exception to this is Alberta, which cannot place a complaint in abeyance.
- STANDARDS OF PRACTICE/GUIDELINE:**
- 10. The Parties agree to develop a standard of practice or guideline setting out expectations of occupational therapists involved in cross-jurisdiction services that may include explicit expectations about client consent or other aspects of cross-jurisdiction services that differ between practice in the primary or secondary jurisdiction, if necessary.



Appendix A - Signatory Page

JURISDICTION	SIGNATORY / REGULATORY ORGANIZATION	SIGNATORY REPRESENTATIVE	SIGNATURE
Alberta	Alberta College of Occupational Therapists (ACOT)	Maggie Fulford, Registrar	<i>Maggie Fulford</i>
British Columbia	College of Occupational Therapists of British Columbia (COTBC)	Kathy Corbett, Registrar / CEO	<i>Kathy Corbett</i>
Manitoba	College of Occupational Therapists of Manitoba (COTM)	Sharon Eadie, Executive Director	<i>Sharon Eadie</i>
New Brunswick	New Brunswick Association of Occupational Therapists (NBAOT)	Catherine Pente, Registrar	<i>Catherine Pente</i>
Newfoundland & Labrador	Newfoundland & Labrador Occupational Therapy Board (NLOTB)	Kim Doyle, Executive Director	<i>Kim Doyle</i>
Nova Scotia	College of Occupational Therapists of Nova Scotia (COTNS)	Jonathan Belbin, Registrar	<i>J. Belbin</i>
Ontario	College of Occupational Therapists of Ontario (COTO)	Elinor Larney, Registrar	<i>Elinor Larney</i>
Prince Edward Island	Prince Edward Island College of Occupational Therapists (PEICOT)	Heather Cutcliffe, Registrar	<i>Heather Cutcliffe</i>
Québec	Ordre des Ergothérapeutes du Québec (OEQ)	Philippe Boudreau, Directeur générale et secrétaire	<i>Philippe Boudreau</i>
Saskatchewan	Saskatchewan Society of Occupational Therapists (SSOT)	Sherry Just, Executive Director	<i>Sherry Just</i>

Draft Initially prepared: June 19/17

Final version: June 19/18